

AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT

between

**VERIZON NEW ENGLAND INC.,
D/B/A VERIZON MAINE,
F/K/A NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY,
D/B/A BELL ATLANTIC - MAINE**

and

**PORTLAND CELLULAR PARTNERSHIP,
D/B/A VERIZON WIRELESS**

FOR MAINE

This Amendment No. 1 (this "Amendment") is effective June 14, 2001 ("Amendment Effective Date"), by and between Verizon New England Inc., doing business as Verizon Maine, formerly known as New England Telephone and Telegraph Company, doing business as Bell Atlantic - Maine ("Verizon"), and Cellco Partnership, doing business as Verizon Wireless, on behalf of itself and the other Verizon Wireless Parties listed on the signature page of this Amendment (Cellco Partnership and the other Verizon Wireless Parties are each hereinafter referred to as "VZW"). (Verizon and VZW may hereinafter be referred to, each individually, as a "Party," and, collectively, as the "Parties").

WITNESSETH:

WHEREAS, Verizon and Portland Cellular Partnership are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934 for Maine, which was effective January 20, 2000 (the "Agreement"); and

WHEREAS, Verizon and VZW wish to amend the Agreement to add additional parties to the Agreement and to modify the section pertaining to notices to be given by Verizon to VZW under the Agreement;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. Amendment to Agreement. The Agreement is amended as follows:

- 1.1 Effective as of the Amendment Effective Date: (a) the Agreement is amended to add as BAM parties to the Agreement the Verizon Wireless Parties listed in Attachment 1 to this Amendment; and, (b) as used in the Agreement, the term "BAM" shall be deemed to include all of the Verizon Wireless Parties listed on the signature page to this Amendment.
- 1.2 Notices to be given by Verizon to VZW under Section 23.10 of the Agreement on or after July 1, 2002 shall be delivered to the following:

Director of Interconnection
Verizon Wireless
GA3B1REG
Alpharetta, GA 30004
Attn.: Dudley Upton

Director Regulatory—Interconnection
1300 I Street, NW, Suite 400W
Washington, DC 20005

2. Scope of Amendment. Except to the extent set forth in Section 1 of this Amendment, the rates, charges and other provisions of the Agreement shall remain in full force and effect after the Amendment Effective Date. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect either Party's right to exercise any right of termination it may have under the Agreement.

3. Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the rates, charges and other provisions of the Agreement to the extent necessary to give effect to the rates, charges and other provisions of this Amendment. In the event of a conflict between a rate, charge or other provision of this Amendment and a rate, charge or other provision of the Agreement, this Amendment shall govern.

4. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the Amendment Effective Date.

Verizon New England Inc.,
Doing Business As
Verizon Maine

By:_____

Printed: Jeffrey A. Masoner

Title: Vice-President – Interconnection
Services Policy & Planning

Verizon Wireless Parties:

Cellco Partnership, Doing Business
As Verizon Wireless

Portland Cellular Partnership,
Doing Business As
Verizon Wireless, by Cellco
Partnership, its General Partner

By:_____

Printed: A. J. Melone

Title: Staff Vice President –
Network Operations Support

ATTACHMENT 1

Verizon Wireless Parties:

Cellco Partnership, doing business as Verizon Wireless